

Concierge Wealth Management: Client Agreement

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Terms of Engagement

Concierge Wealth Management Ltd is a firm of financial planners and an Appointed Representative of Benchmark Capital Limited, which is a network that promotes a high level of market standards through the provision of back- up resource, technology, training, and support. Benchmark Capital Limited is authorised and regulated by the Financial Conduct Authority. The registration number is 223112 and a full list of Appointed Representatives can be found on the FCA register.

Introduction

This document is aimed at providing you with a brief overview of our firm and to introduce our services to you in more detail, from which you may then select the service and remuneration package that best suits your needs. We will discuss this with you so that you fully understand what is offered and how it will benefit you. Should you have any questions on any element of this please do not hesitate to ask us.

Advice Services

The firm is authorised to advise on and arrange Life Assurance, Pensions, Investments, General Insurance and Mortgage products including Lifetime Mortgage and Commercial Loan arrangements (covered by a separate agreement). We are bound by the rules of the FCA.

Concierge Wealth Management Ltd are authorised to provide products and services to UK residents, whilst on UK soil.

The definition used of a “UK resident” is very simply, based on “habitual residency”, which will be achieved if the individual has been in the UK for 183 or more days in the previous 12 months.

We offer advice on an “Independent” basis. This means that we provide unbiased, unrestricted advice based on a comprehensive and fair analysis of the applicable market, giving due consideration to the full range of retail investment, pension, and life products available in the marketplace which may be suitable for you.

Where we recommend particular investment strategies and products to you, these will be selected based on your personal circumstances, financial goals, and objectives. We will consider a number of factors, including the services you need, your investment experience, the cost of investing, how much risk you are prepared to accept, how much risk you need to take in an investment product and how much of a fall in its value you could withstand.

Whatever financial decisions you have to make, the first step towards making the right decisions is to establish a clear understanding of your financial needs. People seek financial advice for many different reasons, so it is important that we understand exactly who you are and what you want to achieve. **Prior to our first meeting we will gather information about you to help define your needs and priorities, and to ascertain whether our service is suitable and appropriate for you.** We will need your agreement to hold your data in writing.

Our services include but are not restricted to:

- ✓ Financial planning: It is important to identify what you might want to achieve and how you can do this. We can help you to identify your goals and create a plan for your finances to help you achieve them.
- ✓ Retirement planning: It is important to know whether the money you are saving towards retirement will provide you with sufficient funds to meet your retirement objectives. We can work with you to proactively plan for your retirement and help you decide on the options available once at retirement.
- ✓ Protection planning: Most of us want to protect the things that are important to us, our family, business,

and quality of life. Protection planning can help to provide peace of mind in the event of your income changing due to unexpected events. We can help you plan for the best way to protect you, your family, or your business.

Investment Objectives and Restrictions

Following the issue of this document, any subsequent advice or recommendation offered to you will be based on your stated objectives, acceptable level of risk and any restrictions you wish to place on the type of investments, policies, or companies you are willing to consider. Details of your stated restrictions and objectives will be included in the *Suitability Report* we will issue to you to confirm our recommendation. Unless confirmed in our initial discussion, to the contrary, we will assume that you do not wish to place any restrictions on the advice we give you.

We do not provide advice in relation to individual share holdings. If this is something you need assistance with, we can refer you to a stockbroker. We do not provide advice on options, futures, and other derivative contracts as we believe that these are unlikely to be suitable for our clients. We do not refer our customers or give any advice with regard to debt packagers.

Call Recording

All telephone calls are recorded for regulatory and training purposes, and these will be referred to as part of our advice records. All call recordings will be used to minimise ambiguity in our discussions or instructions received and are encrypted for security and integrity purposes. These records will be kept in line with regulatory and statutory requirements and will be retained for a period of at least 6 years.

In order to meet our regulatory obligations; calls concerning advice and transactions may not be carried out via our adviser's mobile phone number, and any such calls will need to be conducted through the recorded office number stipulated.

Advice Options

We offer a variety of advice options including:

- ✓ Full Advice (full Financial Review based on all aspects of financial planning)
- ✓ Focused Advice (approaching limited aspects of financial planning only)
- ✓ Execution Only (for one-off transactions instructed by you)

We will confirm which of these advice options will be provided prior to your agreement to proceed and where you have elected for a Focused Advice service; we will provide information about the types of product and areas of advice that we will consider for our recommendation.

Transacting Business

By signing these terms of business, you are giving your adviser permission to accept paper, electronic and verbal instructions to transact business on your behalf. This will be especially relevant to switching investment funds. Verbal instructions will only be taken where we have call recording facilities available. Any instruction received will be considered genuinely given and duly authorised.

Termination

You or we may terminate our authority to act on your behalf at any time without penalty. Notice of this termination must be given in writing. The termination will be without prejudice to the completion of transactions already initiated if this is the case. Any transactions effected before termination are due a proportion of any charges for services accrued and shall be settled to the date of notification. Once signed, this agreement shall apply until it is superseded, replaced, or terminated.

Client Money

The firm does not handle client money. We never accept a cheque made out to us (unless it is a cheque in settlement of fees, charges, or disbursements for which we have sent you an invoice, which would be made payable to Benchmark Capital Ltd), and we do not handle cash.

Customer Classification

Each client with whom the firm does business is categorised to identify the level of regulatory protection applied. We believe in providing our clients with full regulatory protection and we propose to classify you as a 'Retail Client' for investment purposes. Where you have been classified as anything other than Retail, this may affect the level of protection available to yourself from the Financial Ombudsman Service, though these restrictions will be highlighted to you at the time of classification.

Investment Objectives and Restrictions

Following the issue of this document, any subsequent advice or recommendation offered to you will be based on your stated objectives, acceptable level of risk and any restrictions you wish to place on the type of investments, policies, or companies you are willing to consider. Details of your stated restrictions and objectives will be included in a Suitability Report we will issue to you to confirm our recommendation. Unless confirmed in our initial discussion, to the contrary, we will assume that you do not wish to place any restrictions on the advice we give you.

Data Protection

We collect and process your personal data (as such term is defined in the UK General Data Protection Regulation ("GDPR")) in the course of providing our services. We are a data controller (as the term is defined in the GDPR) of such personal data. Full details of how we process personal data can be found in our Privacy Notice at www.conciergewealth.co.uk.

We may collect and process personal data in relation to your health where you provide this either in a written application or by speaking with an adviser. This data will be collected and processed in accordance with our Privacy Notice and used solely for the purpose of researching and advising on one or more products to suit your needs and assisting you with the application for and ongoing management of such products. We may also pass this data to third party organisations of certain types, specifically:

- Benchmark Capital Ltd (IFA Network)
- Service providers necessary for the provision of our services, which may include report writing services, paraplanners or other administrative services;
- Financial service providers;
- Financial product providers;
- Financial comparison platforms;
- Financial applications such as cash flow modelling;

Any such sharing of data is expressly for the purpose of providing you with the best possible advice and financial outcomes. We do not pass your data to third party organisations for marketing purposes.

In order to collect and process this data, we require your consent by signing this document or by signing the separate GDPR Consent Form provided to you if you. This consent can be withdrawn at any time. Please note that we cannot provide a full range of services without such consent, and withdrawal of consent is likely to require us to cease providing our services to you.

Please tick this box to confirm you understand and consent to our processing of personal data relating to your health and our passing such special category data to Benchmark Capital Limited and third-party service providers.*

From time to time, we send our clients information promoting our services, or other similar services in which we believe you might be interested. If you would prefer not to receive this information, please tick the box below. Alternatively, please contact The Data Protection Officer on 01403 334455 or in writing at Broadlands Business Campus, Langhurstwood Road, Horsham, West Sussex, RH12 4QP.

Please tick this box if you do not wish for us or any company associated with us to contact you for marketing purposes by e-mail, telephone, post, or SMS.*

*Where client is under the age of 16 consent must be given by either the parent or legal guardian for this data to be processed.

Material Interest

Occasions can arise where we, or one of our customers, will have some form of interest in business that we are transacting for you. If this happens, or we become aware that our interests or those of one of our other customers conflicts with your interests, we will inform you in writing and obtain your consent before we carry out your instructions and detail the steps we will take to ensure fair treatment. We have arrangements in place to ensure our clients are treated fairly, and we have a conflict-of-interest policy in place to help us manage the risks. You may ask for a copy of this policy at any time. This is intended to operate, monitor, and maintain effective organisational and administrative arrangements with a view to taking all reasonable steps to prevent conflicts of interest.

Benchmark Capital

Benchmark Capital, of which we are a member, is part of Benchmark Capital Limited, which is wholly owned by Schroders plc. In the interest of disclosure, the companies that fall under Benchmark Capital Limited include Fusion Wealth Limited, Fusion Funds Limited and Bright Square Pensions which may feature in recommendations made to you. Additionally, as Benchmark Capital is associated with Schroders, you may receive advice recommendations for funds that are managed by Schroders (including Cazenove Capital Management). Fusion Wealth offer a discretionary fund management investment solution which may contain funds associated to the Schroders Group where the funds help to meet the objectives of the model, Fusion Wealth also offer a range of investment funds. For clarity the use of Fusion Wealth or its investment solutions, Fusion Funds, Bright Square Pensions Schroders or Cazenove funds is not mandated and would only be used where it is a suitable solution to your financial objectives. All recommendations are made for the best interest of our clients, not the business, and Benchmark Capital group aims to create cost effective solutions and efficiencies which can benefit both consumers and our members. A board of directors have been appointed to maintain oversight and control of the companies within Benchmark Capital, and procedures are in place to monitor and safeguard our consumer's best interests.

Right to Cancel

We will inform you of your statutory right to cancel and the timeframes applicable in which to cancel, for life or pension contracts this is usually 30 days. However, there will be occasions where no statutory rights are granted, although this will be explained before any contract is concluded.

Complaints

Our complaints procedures are available on request. If you wish to register a complaint, please contact us in writing or e-mail to the "Complaints Manager" complaints@benchmarkcapital.co.uk Benchmark Capital Limited, Broadlands Business Campus, Langhurstwood Road, Horsham, West Sussex, RH12 4QP. Alternatively, you can telephone 01403 334455. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service (FOS) further details of the FOS can be found at www.financial-ombudsman.org.uk or by contacting them on 0800 0234 567.

Compensation Scheme

We are covered by the Financial Services Compensation scheme (FSCS) if we cannot meet our obligations. This is dependent upon the type of business, the circumstances of the claim and the eligibility of the claimant. Most

types of investment, insurance, pension business and mortgages are covered by the FSCS up to specific limits, generally these limits are:

- Investments – most types of investment business are covered for up to a maximum of £85,000.
- Pensions – most types of pension business are covered for up to a maximum of £85,000.
- Insurance – most types of insurance contracts are covered for 90% of the claim, without any upper limit.
- Mortgages – advising and arranging is covered up to a maximum of £85,000.

Further information about this compensation scheme arrangement and limits that apply to the various types of business can be found on the FSCS website - www.fscs.org.uk or by contacting them on 0800 678 1100.

Law

These Terms of Business are governed and shall be construed in accordance with English Law and the parties shall submit to the exclusive jurisdiction of the English Courts.

Regulation

MIFID II has introduced the requirement for Legal Entity Identifier's (LEIs) to be obtained for clients who are companies, charities, or trusts. If you are a client who is a legal entity or structure, including a company, charity, or trust, you will need to make arrangements to obtain an LEI code if you want the firm to continue to act on your instructions or make a decision to trade on your behalf from 3 January 2018 onwards. Your adviser will be able to provide further guidance on the application process.

Fraud Prevention

Concierge Wealth Management Ltd is committed to upholding the highest standards to preventing fraud and corruption from occurring and to developing an anti-fraud culture and adhering to the standards as required by the UK Bribery Act 2010 and Proceeds of Crime Act 2002. To achieve this Concierge Wealth Management Ltd will develop and maintain effective controls to prevent bribery, corruption and fraud and will take all such matters extremely seriously.

Sophisticated fraud attempts via email are notoriously hard to detect and ever-increasing in complexity. Concierge Wealth Management Ltd will always remain vigilant and exercise caution whilst communicating with clients and will never send bank details or payment instructions via email, as it is not a secure medium. Should you ever receive such a request or instruction, please notify us immediately via telephone.

Concierge Wealth Management Ltd will verify your identity before undertaking any business with you. To do this we may use electronic identity verification systems and we may conduct these checks from time to time throughout our relationship, not just at the beginning. The check may leave a 'footprint' on your credit file, but it will not affect your credit rating.

Our Services

It is important that you know what to expect in terms of the services we provide, and that you understand our commitment to you in the provision of those services. We intend to be professional, clear, and fair in our dealings with you, and will always ensure that any service or advice provided is in your best interests.

Target Market

At Concierge Wealth Management any recommendation made by an adviser will be after completing the appropriate product governance in relation to target market of funds and is conducive to your attitude to risk and in line with your current circumstances and objectives.

Executive Assistant

On engagement, you will be nominated an Executive Assistant to support you and your adviser through each

stage noted above. Your assistant will contact third parties, chase policy providers, write letters or make enquiries on your behalf. They will provide general personal assistance throughout the advice process. The objective of your Executive Assistant is to ease the administrative burden for you throughout.

A 'Comprehensive Plan'

Where a full advice option has been agreed, we aim to provide you with full and comprehensive advice rather than limiting it to one product. This means that we will consider how all your plans and investments overlap and interact with one another to formulate the most efficient strategy for your needs. This can be concisely summarised by the phrase “the whole is more than the sum of its parts”.

To construct an all-encompassing financial plan for our clients, we will consider Mortgages, Income Protection, Life & Illness Protection, Pensions, Savings, Investment, Taxation and Trusts within a full advice proposition.

What does Independent Financial Advice Cost?

The cost of an Independent Financial Advisor (IFA) in the South of England can vary depending on several factors, such as the complexity of the financial advice required, the level of adviser experience, and the amount of time and effort involved in providing the advice.

According to a 2021 survey by Unbiased, the average cost of financial advice in the UK is around £150-£200 per hour. Many advisors charge a fixed fee for specific services, while others may charge a percentage of the assets they manage on behalf of their clients.

We believe it is not appropriate or fair to charge percentage fees. We offer a fixed fee basis, or where this does not reflect value for money for you, or we cannot provide the service for a fixed fee with commercial viability, you can choose to pay us hourly.

In general, IFAs in the South of England may charge slightly higher fees due to the higher cost of living in the region. According to the same survey by Unbiased, the average cost of financial advice in London is around £200-£250 per hour.

We always offer an initial consultation without charge or obligation on your part.

How We Charge

You will always know our fees before you decide to proceed. We do not hide our costs and we have a transparent charging structure, so you can be sure we are working efficiently for your benefit.

Our fees are based wholly upon the provision of our qualified and professional expertise. Fees charged reflect the time taken to analyse your circumstances and create an appropriate strategy going forward, the provision of a report to communicate this strategy to you, and our firm's exposure to regulatory, commercial, and financial risk.

Cost of Initial Services

Our charges are based on the breadth of work we need to complete for you and our professional liability. There are certain functions that we will need to complete in all circumstances and our minimum fees reflect the inclusion of this work. The basis of our charges for each stage of advice is described below.

Your adviser will confirm the fee level given your situation prior to undertaking work and you will be asked to sign a tailored fee agreement.

Should you agree to proceed, and we go ahead with the implementation of your strategy, it can sometimes be arranged for your total fees to be deducted from the investment amount at outset, via the product provider

if the recommended provider will facilitate this. Alternatively, you may prefer to make your payment to us by cheque or bank transfer. Your choice can be made in the Client Declaration section of this document.

In some circumstances (for protection planning business) we may receive a commission payment from a product provider. Typically, the commission payment will be offset against the charges you would be due to pay us for our services on an hourly basis. Therefore, if the commission payment relates to a regular contribution policy and you stop paying premiums on that policy, we may be obliged to refund the commission received back to the policy provider. In such cases, we reserve the right to request the full payment of any outstanding balance of charges for our services.

<p>Initial Consultation (First Meeting)</p>	<p>An initial telephone/web meeting or in person appointment at our offices without charge or obligation. We expect this meeting will last no more than 60 minutes. This will be at no cost to you. The consultation is provided to assess whether our service will be suitable to you, meet your needs and reflect value for money.</p> <p>No formal advice will be provided in this meeting.</p>
<p>Emerald Service</p> <p>For investments of under £100,000*, regular premium contacts or generalised financial guidance or coaching not expected to lead into a product commencement.</p> <p><small>*Where the total funds under management (FUM) are expected to remain under £100,000 within the following 12 months. Where regular premiums are being paid at a sufficiently high rate to assume the FUM will breach £100,000, the Sapphire service (see below) will be selected as more suitable to you.</small></p>	<p>This type of work requires a lighter touch and will generally draw on fewer adviser hours and less technical expertise. The level of research is generally moderate, with fewer tax implications, low or no need to consider esoteric or unusual solutions. Usually, the time involved in product consideration and selection is lower. We offer this service for a fixed fee of £750. If we expect there to be additional fees for any reason, we will advise you in advance.</p>
<p>Sapphire Service</p> <p>For investments of over £100,000 and under £350,000**</p> <p><small>*Where the total funds under management (FUM) are expected to remain under £350,000 within the following 12 months. Where regular premiums are being paid at a sufficiently high rate to assume the FUM will breach £350,000, the Diamond service (see below) will be selected as more suitable to you.</small></p>	<p>This type of work requires increased technical expertise and will draw on greater adviser hours to ensure suitability and an ideal advice solution. The level of research requirement is high, with consideration of current and future tax implications, tailored solutions that need close consideration. Usually, the time involved in product options and selection is moderate to high. We offer this service for a fixed fee of £1,500. If we expect there to be additional fees for any reason, we will advise you in advance.</p>
<p>Diamond Service</p> <p>For investments of over £350,000</p>	<p>This scale of investment advice requires the highest professional proficiency and will demand considerable adviser attention to guarantee a sophisticated and complete advice strategy. The level of research requirement is very high, with detailed consideration of a variety of factors including income and capital gains tax issues, tax harvesting, and an in-depth assessment of the widest range of market options. The time invested to complete this work is considerable, to allow adequate deliberation of all aspects of the investor's circumstances. Various tools and techniques are applied complementary to the research and analysis completed for lower investment sums. Therefore, we offer this service for a fixed fee of £2,500. If we expect there to be additional fees for any reason, we will advise you in advance.</p>
<p>Estate Planning</p>	<p>We can provide a report on estate planning and specifically your inheritance tax (IHT) situation including calculations of your potential IHT liability. If you ask us to do so, and to formally advise on a mitigation strategy we will charge a fixed fee of £1,000 for the report</p>

	<p>(this is the cost for an individual or married couple). Any associated investments or insurances required to implement the strategy recommended will be charged according to this agreement or the agreement that applies to the advice in hand.</p>
Retirement Advice Service	<p>Where you seek our advice on retirement or your options at retirement, we will charge £1,000 in addition to any other charges that apply. As example, if you are an existing client and have funds under our management already, that you later wish to move to an annuity or commence drawdown, we will charge an additional £1,000 to report on the new plan required and associated considerations. Unlike advice on Estate Planning, this is a fee per individual advised.</p> <p>A new client seeking Retirement Advice will pay the £1,000 in addition to the initial service fees applicable as above.</p>
Pension Transfer Service	<p>We can provide advice on consolidating personal pension plans where required. This service is charged in addition to the service fees noted above. The fee is a fixed fee of £750 no matter how many contacts are transferred, and the value is not relevant to the fee (but will determine the service fee charged as above).</p> <p>As example, 3 pensions totalling £200,000 transferred to a new scheme would cost £750 for the transfer advice fee, in addition to the Sapphire service charge of £1,500, totalling £2,250.</p> <p>Please note, we do not advise on Occupational or Final Salary Pension transfers or plans with other such guarantees.</p>
Fees for Ongoing Management Services	<p>A charge based on the value of your investments between 0.85% & 1.0% of portfolio value and for the service levels provided, as follows:</p> <p>Emerald Service – reviews will only be performed on request and charged at the appertaining hourly rate at the time advice is required. We do not believe regular premium contracts or funds invested at under £100,000 require automated annual advice and we believe it to be unfair to arrange this upfront at your cost.</p> <p>Sapphire Service - You will be charged based on the daily value of your investment under our advice at 1% per annum. We believe of substantial value (over £100,000) necessitate regular advice and the service should be agreed up front and provided on our obligation to ensure you are protected. This will safeguard your plans, guaranteeing they are reviewed and kept continually examined under our guidance and advice. This also ensure you have no larger costs to pay when advice is needed most, as this is a pay as you go service.</p> <p>Diamond Service - You will be charged based on the daily value of your investment under our advice at 0.85% per annum. This is a vital service for fund values of over £350,000. As with the Sapphire Service detailed above, this avoids larger bills when advice is most vital and ensures we keep your wealth under continual review together. The cost is lower to reflect the economies of scale we can achieve with larger investments. Ultimately, larger investments pay more for advice services in absolute terms as there is a greater professional liability, but the percentage is smaller to reflect the economies of scale achieved.</p>

Capped Costs for Ongoing Services

For any individual client with investment funds under our management we will cap the ongoing advice fees to a maximum of £20,000 per annum. As example, for an individual with funds under management of £4 million the fees would normally be 0.85% at £34,000 but we will limit it to £20,000 which then equates to 0.50%.

Please note, you are under no obligation to engage our ongoing advice service, but without ongoing review and assessment, recommended plans for larger value funds can outgrow suitability very quickly. Please pay close attention to the services afforded to you under each selectable service level as to follow later in the report. By not using our review service you will be losing out on valuable protections.

We reserve the right to charge on an hourly basis for larger investments where the ongoing review service is not being selected.

Important Information Regarding Fair Charges

We remain concerned about unavoidable anomalies in our charging structure. Therefore, the above is offered to detail the most accurate and fair guidance to our expectations of fees. There may be times you feel we need to tailor fees to be fairer to you. For example, it could be considered poor value to invest £105,000 as the £5,000 investment over £100,000 causes a fee of £750 to become £1,500. It could be argued the last £5,000 investment attracts a doubling of fees.

In practice, most people will tailor the amount invested to ensure the fee structure is appropriate to them, by either investing more or retaining £5,000 in cash. **Of course, we are always able to create a tailored fee for you on an hourly basis if you feel it would be beneficial to you.**

You should however be mindful that there are significant benefits of being within the Sapphire or Diamond ongoing advice services (as detailed later in this document). These benefits are not available in the Emerald service. An important issue is that once you pay for either Sapphire or Diamond service levels, you do not pay for top up investments, unless you wish to suspend ongoing services as detailed below:

Top Up Level / Services Required	Emerald Service Advice Report Cost	Sapphire Service Advice Report Cost	Diamond Service Advice Report Cost
Top up does not breach the next service boundary	Charged at Hourly Rates	Nil*	Nil*
Funds under management do breach the next service boundary, ongoing services are not required or have been suspended	Charged at Hourly Rates	Charged at Hourly Rates	Charged at Hourly Rates
Funds under management breach next service boundary, ongoing services are required at new service level	£750 (Moving to Sapphire Service)	£1,000 (Moving to Diamond Service)	Nil*

*It is assumed the new top up is into an existing plan under our management and into the existing investment strategy

Therefore, in this regard, paying for the higher service level, say £1,500 for Sapphire service with an investment of £105,000 is equivalent to paying £750 at £95,000 and then another £750 once the investment moves above £100,000 in the near future.

You should be mindful that if you pay the higher charge for the Sapphire or Diamond service, this in turn makes

future investments available without charge, and unlike the Emerald service, offsets higher initial charges. As we expect our new clients to develop an established relationship with us, and assuming fund values generally increase long term (of which there is no guarantee), ultimately, any fee anomalies will settle to a fee neutral par over time. Please pay close attention to the advisory benefits of each service level offered as detailed to follow in this document.

We cannot predict every possible circumstance. This document is provided to offer you a clear indication of our charges and to treat you fairly in advance of commencing services. We will let you know if any circumstance arises where we need to charge you an additional initial fee, which will be due to the time, work or expertise involved outside of these standard terms or where we feel we must default to an hourly fee basis.

Timing of Fees & Negative Advice Fees

Before engaging us, you should be aware that the costs involved in **any work we do for after the initial consultation will incur a charge**. This may include advice to not make changes to your investments or to retain existing products or indeed, not invest at all. In this regard, we remain independent at all times. Our charges are not linked to activity or the purchase of a financial product, but rather for the expertise and time spent to consider and analyse your needs and best course of action.

Any advice provided, after the initial consultation, and any work performed thereafter, will be invoiced in part or whole regardless of the outcome of our involvement, or the relating advice. This includes if you change you mind part way through the advice process and after our chargeable work has commenced.

Once instructed to begin chargeable work, we will always confirm the outcome in writing and complete our regulatory responsibilities. The initial charges stated above are for the value of funds on which you agree for us to advise and report on, not the amount finally invested. The fee stated in your tailored Fee Agreement is payable in every event, which covers the time spent to complete some or all of the following functions (in full or partially):

- ✓ Onboarding & Factfinding - understanding you as our client
- ✓ Completion of Anti Money Laundering Requirements
- ✓ Assessment of your *Risk Attitude*
- ✓ Assessment of your *Capacity for Loss*
- ✓ Our Research
- ✓ Reporting to you in writing

For the sake of clarity, once we begin chargeable work (noted by signing this document) our minimum fees are:

Emerald -	£750
Sapphire -	£1,500
Diamond -	£2,500

Hourly Charged Work

Often our standard charge process may not be suitable to you, or it may not be conducive to apply charges as detailed above. An example may be where you seek generic advice or require an opinion on existing contracts only, or do not intend to engage us or implement any advice. We also expect that review work outside of our ongoing management service will be charged on an hourly basis.

In such cases, **we will charge you at an hourly rate of £200 per hour** or part thereof for advisers. Administration and paraplanning services **will be charged at a rate of £100 per hour** or part thereof.

Example One

The time taken to research a typical and non-complex regular premium contract, say investing £1,000 per month to an ISA, to collate the information and devise an appropriate advice report, may take anything up to 4 hours for an adviser and 5 hours administration and paraplanning. This would incur a fee of £1,300 as example.

Example Two

For a more complex review and recommendation encompassing several existing pensions and investments, including collating your information and devising an appropriate advice report may typically be 9 adviser hours and 16 administration hours. This would incur a fee of £3,400 as example.

Example Three

For a very complex review and recommendation encompassing several existing pensions and investments, including chargeable event calculations, carry forward advice or perhaps estate planning, which are likely to include meeting(s) with your accountant and for collating all of your information, and then devising an appropriate advice report, may typically be 35 adviser hours and 45 administration hours. This would incur a fee of £11,500 as example.

You can ask us to cap the total cost of hourly charged work if you wish. We will provide you with an estimate in writing before we commence services. For the provision of any advice report, the minimum fee is always £750 (with a single exception, Generic Advice Services, as below).

Generic Advice Services

You may require an opinion, guidance or administrative work completed on your behalf, but not a comprehensive advice report or specific recommendations. If this circumstance occurs, our minimum fee of £750 will not apply, but you will be charged on the hourly fee basis. An example of this maybe where you require plan or policy information explained to you. **Please note that generic services (not expected to conclude in product intermediation) are chargeable to VAT.**

Invoice Procedure

As detailed, we will provide 60 minutes with an adviser without charge or obligation (see Initial Consultation section). Once we provide an outline of our services and you choose to proceed, we will agree to commence chargeable services. This fee will be payable on presentation of our findings and in reference to the advice report provided to you. You do not have to implement our recommendations but must understand you have agreed to pay for our advice. There is no subsequent charge for us to assist you in the implementation of our advice as we accept the professional liability of our recommendations in the provision of a report alone. You are paying for our expertise, experience, and knowledge, not the commencement of products.

Fees can be settled by bank transfer, or where you choose to proceed to implementation, there may be the option to have the fees settled by your investments on your behalf. For certain tax relieved plans (such as a pension) this can be very tax efficient. Once we have completed our research, we will advise you if this is possible prior to invoicing you. For the sake of clarity, once you have engaged us to proceed with advisory services, fees will be payable by you personally regardless of our findings or recommended course of action.

Initial Consultation

We will meet with you face-to-face or via a web / telephone conference to discuss a summary of your circumstances, the way we work, and the benefits of professional financial planning. We will discuss any aspect of your financial arrangements important to you and in order of your own chosen priority. We will offer generic guidance on any crucial areas of concern and help you understand the benefits available to you through our advice services.

We will not proceed with the supply of services unless we are confident of providing you value for money and that our fees are proportionate to the benefits you will enjoy from our immediate and ongoing support and advice.

You can choose to complete this stage by telephone, virtual meeting or at our own offices. No costs will have been incurred by you. The meeting time of up to 60 minutes is without charge or obligation on your part and is provided at our own cost.

Before we arrange this meeting, **it is advantageous for you to provide us with certain information** to ensure that our full service is scalable to your requirements and appropriate. This will generally include:

- ✓ Information to meet our regulatory requirements, including proof of your address and identification;
- ✓ Details of your income and expenses supported by appropriate documentation (tax records, payslips, company accounts);
- ✓ Details of your assets and liabilities;
- ✓ A completed risk questionnaire (if appropriate);
- ✓ Existing policy, plan, or investment information (if appropriate);

The consultation will close with a verbal summary of our findings, and our suggested next steps toward a tailored and realistic solution to your needs. We will also agree the most suitable service level for you and the associated cost. There is no obligation to proceed at this stage and no costs will have been incurred by you.

Engagement

If you wish to engage us, we will ask you to formalise your permission to commence chargeable work by signing a tailored fee agreement.

At this stage we will finalise onboarding you as a client. We will explain your commitment to providing us your factual data efficiently and completely. This is generally completed through third party software called *CashCalc* which boasts banking levels of security. **Your time commitment to this process will be 1 – 3 hours depending on the complexity of your affairs.**

On receipt of your completed file, we will begin to undertake the process of thoroughly analysing your current position based on our extensive knowledge of financial markets, and diligently researching potential solutions for your needs. This will generally begin with contacting existing plan providers to capture any existing policy, plan, or investment information accurately. If you wish, we can liaise with you through the process to answer your technical questions regarding your existing plans.

We will then meet again (second meeting, in person or by phone / online) to ensure we understand your personal circumstances and gain a deeper appreciation of your aspirations, priorities, views, and objectives in terms of your financial future. We will finalise a Confidential Financial Review and fully document your situation. This will include the careful recording of your income & expenditure, assets and liabilities and tax circumstances. Most importantly, we will have a detailed discussion about financial risk and make some fundamental conclusions on which to base our advice.

Research, Analysis & Recommendation

Once we have considered your arrangements and circumstances, we will provide the details of our findings, comment on the strengths and weaknesses of your plans and our broad expectation of how you can meet your overall needs.

We will diligently research solutions to meet your set objectives. When we have all the information we require, a detailed advice report will be created to document a complete picture of your current position and offer a

comprehensive recommendation for the solution we believe to be in your very best interests.

We will arrange to meet with you once more (third meeting), to discuss our recommendations, and present the report step-by-step. You may wish to give the detail due consideration before agreeing to move forward to the implementation stage. **If you have not settled our fees already, you will need to do so at this point.**

Implementation

Once you feel that you can make a fully informed decision to proceed, and you have given us your consent to do so, we will begin the process of implementing our recommendations. We will assist you in completing all the relevant forms and ensuring your applications are processed by the relevant investment houses and providers in an expedient manner.

Ongoing Review Services

Depending on the size and complexity of your investments, you may or may not require ongoing management services. These services are optional, and once implemented, can be cancelled should our ongoing management services no longer be required. It is important to be aware that, in the absence of a specific agreement to provide you with ongoing services, your portfolio will not be monitored unless you contact us to ask for a specific service.

The Advice Process & Fees

An example of the process would be:

1. You request a meeting from us. We will have an initial discussion about who we are and what we do. We provide our Service Agreement (this document) and ask for written permission to control your data (GDPR agreement) along with a request for key hard facts about your circumstances. This is done via our secure software that boasts banking levels of security.
2. On receipt of the above information, we will organise an initial meeting at our offices, without charge or obligation. This meeting is for up to 60 minutes. We will discuss your needs and our services. There will be some general guidance and we expect to be able to offer you some indication of our expected advice, prior to full research. At the end of this meeting, you will need to decide whether you require chargeable services.
3. Once you agree to proceed, we will ask you to sign this Client Agreement and a Tailored Fee Agreement. The fee will always be a minimum of £750, £1,500 or £2,500 depending on the value of funds on which we will advise, and we will agree this together.
4. You will need to consider if you require *Estate Planning* advice at an additional cost of £1,000 (individual or married couple).
5. You will need to consider if you require *At Retirement* advice at an additional cost of £1,000 (per individual).
6. You will need to consider if you require *Pension Transfer* advice at an additional cost of £750 (per individual).
7. We will complete a detailed factfind, and request documentation from you and third parties to support vital details such as income, tax information and existing investment, pension, or other policy terms.
8. We will meet to ensure understanding and the accuracy of our information about you. We will also ensure soft facts, such as your preferences, needs, wants, views, aspirations, and objectives are appropriately understood and documented.
9. On completion of the above, we will commence research.
10. We will finalise our research and complete a detailed advice report. We will meet with you to present our findings, explain all areas of advice, and answer your questions.
11. You will need to pay our agreed advice fees on receipt of the recommendation report. You can then choose to implement our advice without further cost, and with our support or independently as per your preference.
12. If you have chosen our review services, we will agree the month of review and also when to have an interim discussion once your new arrangements are live.

What is not included in our fees?

Will writing, advice on trusts and complex tax calculations are not included in our work as standard. In addition, we will pass on any third-party expense such as Capital Gains Tax (CGT) reporting or third-party discretionary management fees which we may be invoiced on your behalf. If we do need to charge you for any of these

services a fee will be agreed with you in advance. Neither our firm nor our employees are qualified to render legal or accounting advice or to prepare any legal or accounting documents. It is hereby understood and agreed that the onus is on you, the client, to refer to a solicitor or accountant any point of law or accountancy that may arise during discussions with us.

Refunds and Cancellation Policy

Initial fees are payable on the presentation of our advice to cover the cost of our services, expertise, and overheads and therefore once an advice suitability report is created refunds are not available in normal circumstances. Fees paid in respect of regular or annual services are not refundable. However, any ongoing services may be cancelled upon request. Please also see “Right to Cancel” above, in respect of cancelling individual products or policies.

Should a refund be required due to any element of dissatisfaction on your part, this should be approached via our normal Complaints procedure as outlined above. We will try to resolve the issue to your satisfaction, which may include offering a discretionary refund or partial refund.

Ongoing Review Service Levels

These services apply to pension, savings & investment funds only. An ongoing management service is not available for mortgage and protection arrangements; however, you can contact us at any time to request a review of non-investment plans.

Where you do invest sums of money, it is important to consider how these should be managed going forward. We can provide an ongoing review service designed to expertly maintain and monitor your portfolio. The benefit of this is to ensure that your objectives and attitude to risk are correctly aligned with your holdings over an extended period. In addition, ongoing advice services ensure that developing and future financial objectives are considered.

Furthermore, aspects of your financial arrangements can change over time, including your goals and risk profile as well as the underlying risk characteristics. Ongoing management service can help adapt and position your arrangements to manage such changes and influencing factors.

The availability of some services is dependent upon the type of financial plan we implement for you. Please note that with funds under management, as the funds grow and the value of your investment increases, so will the charge applicable.

There is a minimum charge for this service of £1,000 per annum. Therefore, we do not offer the review service within the Emerald service level, but we can offer reviews at your request, based on an hourly charge.

What is Included in Our Ongoing Review Service?

Emerald Service

We will not provide a formal review. We are happy to receive a reasonable level of calls at any time and answer your policy or plan (administrative) questions, such as current valuations or fund balances. Where policy servicing or advice is required, generally signalled by the involvement of an adviser, you will be charged on an hourly basis. Alternatively, you can ask to be transferred to the Sapphire service at any time, subject to a cost of £750. Ongoing advice charges (minimum of £1,000 per annum) and the associated services as detailed below will then apply.

Sapphire Service

As a minimum, our ongoing review service will provide a review meeting at least annually. We will contact you to arrange this. This will need to be conducted whilst you are in the UK and the agenda will typically include

at least the following activities:

- ✓ An in person, or virtual review meeting, at least annually, which we will contact you to arrange. The review will include updating your current situation and Factfind, documenting any important changes
- ✓ A detailed review of your objectives for the next few years
- ✓ A review of your *Attitude to Risk*, identifying any changes in your profile and confirming the ongoing appropriateness of your portfolio against your stated appetite for risk
- ✓ A check on your *Capacity for Loss* and the appropriateness of your holdings in light of any changes
- ✓ A review of previously recommended arrangements and confirmation of their ongoing suitability
- ✓ A review of your investment performance against your objectives and circumstances
- ✓ Quarterly (or less frequent if preferred) rebalancing service.
- ✓ Annual valuations and on reasonable request.
- ✓ Summary of any legislative changes that may affect you in the review year or that may reflect threats or opportunities to you
- ✓ General market update and discussion around market forces that you and your finances are subject to
- ✓ Mortgage review on request
- ✓ Financial Protection review on request (life insurance, income protection)
- ✓ Annual confirmation of advice costs and charges

Diamond Service

All features of the Sapphire Service apply, as above, in addition to:

- ✓ An additional virtual (phone / online) meeting per annum if required, at your request
- ✓ Policy enquiries dealt with within 48 hours maximum
- ✓ Plan withdrawal or strategy switches completed without charge
- ✓ An annual CashCalc cashflow analysis on request, without additional charge (normally £200 per hour, average 4 hours work)
- ✓ FE Analytics reports on request
- ✓ We will liaise with professional advisers (accountants, legal advisors, bankers), who can also be copied into reports on request, as required, within reasonable time limits
- ✓ Bimonthly newsletter “The Concierge Post” and ad hoc market commentary - including annual Budget and Spring Statement updates
- ✓ Detailed mortgage reviews and full brokering service with standard fees (£500) waived
- ✓ Client portal to allow access and real time information on plans under our management
- ✓ Capital Gains tax harvesting annually as required (where available on platform selected)
- ✓ Bed and ISA service without charge
- ✓ Annual ISA allowance maximisation without charge
- ✓ Plan top up investments service through client portal without charge – no further initial fees
- ✓ Trust planning review (for plans under our management) without charge and Trustee guidance service
- ✓ School fees planning service without initial charges
- ✓ Child investment services without initial charge (e.g. Junior ISA)
- ✓ Financial coaching included
- ✓ Behavioural finance guidance included
- ✓ Consideration of the suitability of DFM services and implementation of a DFM Model Portfolio Solution as required without additional charge

Mortgage Advice, Brokering and Arrangement

We have a separate agreement for mortgage brokering services available on request.

Life Assurance, Critical Illness, Income Protection Plans, Private Medical Insurance and Other Insurances

We have a separate agreement for insurance brokering services available on request.

Initial Charge & Ongoing Service Fee Examples

<u>Mr Morris (age 30)</u>	<u>Mrs Lewis (age 45)</u>	<u>Mr & Mrs Harrison (age 65)</u>
<p>Seeking growth on investments, no existing arrangements, all savings currently held in cash.</p> <p>Investment of £20,000 into ISA, £30,000 into a General Investment Account (GIA).</p> <p>Additional GIA savings of £500 per month</p> <p>Total Value of FUM** at start of advice year £50,000, expected to be under £100,000 after 12 months, as he is only investing another £6,000 throughout the year.</p> <p>As this is under £100,000 this qualifies for the Emerald service and the cost of advice is £750.</p> <p>No ongoing advice services will apply but can be provided at £200 per hour on request, min 3 hours work for any advice or top up report.</p> <p>Total Initial Fee - £750 Ongoing Advice Fee - not applicable</p>	<p>Seeking tax efficiency and improved investment performance.</p> <p>Mrs Lewis has a personal pension worth £140,000, ISA worth £10,000, NS&I Premium Bonds worth £20,000 and cash available £80,000</p> <p>We transfer her ISA of £10,000 and she adds £20,000 to it, puts another £80,000 into her existing pension which is moved under our advice.</p> <p>Total Value of FUM** at start of advice year is £10,000 plus £20,000, plus £140,000, plus £80,000 = £250,000</p> <p>As the total FUM is under £350,000 this qualifies for the Sapphire service and cost of advice is £1,500</p> <p>Advice services will apply if required and agreed by the client at 1% per annum.</p> <p>Total Initial Fee - £1,500 Ongoing Advice Fee - £2,500</p>	<p>Seeking to avoid tax on death and due to retire.</p> <p>Mr & Mrs Harrison's estate is worth £4m including cash to be invested of £3m, plus they each have a personal pension worth £500,000.</p> <p>We agree on investing into new drawdown pensions using our "At Retirement" advice and also estate planning advice is required.</p> <p>Total Value of FUM** at start of advice year £3m plus 2 x £500,000 pensions = £4m. This qualifies for our Diamond Service as FUM are over £350,000. The cost of advice is £2,500.</p> <p>Some Estate Planning (£1,000 jointly) and "At Retirement" advice (£1,000 each) is also required and costs a total additional fee of £3,000.</p> <p>Advice services will apply if required and agreed by the client at 0.85% per annum and on £4m this would be £34,000 per annum but capped to £20,000 which equates to 0.5%.</p> <p>Total Initial Fee - £5,500 Ongoing Advice Fee - £20,000</p>

**Funds Under Management

Discretionary Management Facility

Where suitable, we will offer you the opportunity to run your investments on a discretionary basis. This means that your portfolio will be managed in real time as there is no need to advise you every time an underlying change needs to be made. The obvious benefit of this approach is that trading can be done easily and efficiently and dealing charges will, in most cases, be reduced.

Concierge Wealth Management has direct agreements in place with selected Discretionary Fund Manager's (DFM's) some of which are as 'Agent as Client' and some "Agent of Client". In instances whereby we make a recommendation for a DFM service, we will confirm the contractual arrangement in place.

Where the recommendation is for an Agent as Client service, by agreeing to these terms, you are authorising Concierge Wealth Management to act as your agent and on your behalf in implementing an agreed discretionary management service. This authority includes acting, generally, in relation to the management of your money and specifically entering into discretionary investment management agreements and giving instructions in connection with investment mandates offered by discretionary managers. As the DFM has no direct contractual relationship with you, the investor, you may have no direct recourse against the DFM via the Financial Ombudsman Service (FOS) in the event of a complaint. This does not remove your right to refer complaints to the FOS, only the method by which any complaint is pursued. You can find more information in relation to how to make a complaint, within the complaint section.

Where the recommendation is for an Agent of Client service, by agreeing to these terms, you are authorising Concierge Wealth Management Ltd to intermediate on your behalf to implement an agreed discretionary management service. For the provision of the DFM service, there will be a direct contractual relationship between you and the DFM for the provision of services and the DFM will recognise you as their customer. In this contractual arrangement you will be able to raise an investment complaint to the DFM in accordance with the provisions within the contract with you.

Where our recommendation includes a DFM service we will inform you of the additional fees payable.

Where you would like to apply for this service you will need to sign a discretionary agreement and we will inform you of the additional fees to pay.

Our work typically includes:

- ✓ Undertaking appropriate due diligence and recommending a Discretionary Fund Manager (DFM) service that we believe best meets your needs and objectives.
- ✓ Where applicable, attending initial meetings with you and the DFM and ensuring that your relationship with the DFM is established correctly. This will not be applicable where the service offered is a model portfolio service.

Using a Wrap Platform or Custodian

With the advance in technology, it is possible to notionally combine products and hold them together on a Wrap Platform. A Wrap Platform is merely a benign structure for holding your pension and investment plans in one place and it is not a plan in its own right.

Holding your investments in this way will give you greater functionality and much wider choice of funds, structured products, direct equities, and gilts. One of the main attractions is the ability to negotiate discounts on the purchase of funds which can be passed back to your account to improve growth or buy funds at an institutional rate. A simple example of this is a share dealing account where a nominee will hold the shares on your behalf rather than holding all the paper certificates yourself.

A platform is not suitable in all cases especially if your existing contracts have penalties or a tax charge would apply on surrender. It is possible for us to manage your assets either 'On Platform' or 'Off Platform' for the same charge but services will differ as per the service descriptions we will provide at the point of advice.

Opting Out

You may decide to "opt-out" of any ongoing review service. Fees will continue to be applied up to the day that we receive your written or verbal confirmation that our ongoing service is no longer required. From this point on we will no longer provide the services detailed under the "Ongoing review Service" section of this agreement. You are free to do so, however, please take note of the following:

- If your financial circumstances, objectives, and attitude to risk change over time, the structure of your investment portfolio may no longer be in your best interests
- As financial markets fluctuate, the way your assets are allocated in your portfolio may become unbalanced and ultimately expose you to more equity risk than you wish to accept
- Any negotiated discounts in respect of fund charges may cease should you opt out of ongoing services.
- If you use a Wrap Platform the provider may apply a charge if you do not have a nominated adviser on your account. Typically, this is 0.5% per annum.
- We must be notified either verbally or in writing of your request to opt out of the ongoing review service.

You may opt back into ongoing review services at any time.

Other Charges

Depending on the services we provide, there may be costs and charges (including taxes), not charged by us, but related to the financial products we arrange for you. These charges may be one-off charges (payable up front) or charges payable on an ongoing basis. For example:

- Service costs: If your investments are held on a platform (an online investment administration service) or held with a DFM, the platform provider / DFM will make a charge for administering / managing your investments.
- Investment costs: These are the costs relating to the manufacturing and managing of your investments – for example, fees charged by the investment fund manager, costs relating to investment transactions.
- Transaction Costs - costs the provider charges for particular actions such as withdrawal or changes to the plan, administration, or ad hoc trade charges

We will always disclose any third-party costs as part of making our recommendations.

Value Added Tax

As we act on your behalf as an intermediary our fees are presently exempt from VAT which means we do not usually have to make an additional charge of 20%. If we do have to charge you for a service which is subject to VAT, we will inform you in advance. Please note that where we charge you hourly for generic services the cost is always vat-able.

Client Declaration

This document represents our standard Terms of Engagement, upon which we intend to rely. For your own benefit and protection, you should read these terms carefully before signing below. If you do not understand any point, please ask for further information.

Our typical charges are based on the scale of fees outlined above. This agreement is designed to confirm and formalise our discussion regarding the services we provide.

Where our charges are based upon a percentage of the ongoing contract value, we will confirm the first year's fee in specific monetary terms. For funds under management with an agreed percentage-based charge, please be aware that as the fund grows the charge will increase.

Where our charges are defined by an hourly rate, we will provide an estimate of the overall cost to you before proceeding. You should seek legal advice in respect of your own specific requirements to ensure the validity of this agreement.

An invoice in respect of Professional Advice Fees will be raised upon completion of the initial service, to meet the cost of our services to you.

Initial Fee Agreement

Please select one of the following options:

Tick this box if you agree to proceed on the Emerald Service at a cost of £750	<input type="checkbox"/>
Tick this box if you agree to proceed on the Sapphire Service at a cost of £1,500	<input type="checkbox"/>
Tick this box if you agree to proceed on the Diamond Service at a cost of £2,500	<input type="checkbox"/>
Tick this box if you agree to pay by hourly rate (£200 per hour) as detailed in this document	<input type="checkbox"/>
Tick this box if you expect to need the Estate Planning service at a cost of £1,000 (individual or couple)	<input type="checkbox"/>
Tick this box if you expect to need the "At Retirement" service at a cost of £1,000 (per person)	<input type="checkbox"/>
Tick this box if you expect to need the Pension Transfer service at a cost of £750 (per person)	<input type="checkbox"/>

Irrespective of whether we are preparing a standalone report which will not lead to an ongoing service, or a report where we provide our ongoing Wealth Service, we will ask you to sign a separate Fee Agreement that forms an Appendix to this document which will confirm our fees for the financial planning report work.

Ongoing Review Service Agreement

Please opt in or out of ongoing services below:

Tick this box if you agree to pay our agreed fee for ongoing management services, by deduction from your investment, subject to availability from the investment or plan provider(s). You understand the fees are payable by you personally where this is not possible.	<input type="checkbox"/>
Tick this box if you do not require any ongoing services. Your investments will not be kept under review, and any services you request in future may be subject to further charges.	<input type="checkbox"/>

Communications

Tick this box if you would like to use our 'Go Green' paperless service (you will need to maintain a current email address and notify us of any change).	<input type="checkbox"/>
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Declarations

I/We acknowledge that the client agreement will come into effect once it has been signed by all parties and will remain in force until terminated.

I/We confirm that I/We are UK resident, and that all advice given by Concierge Wealth Management on their products and services will be given whilst on UK soil.

I/We also confirm that I/We will provide Concierge Wealth Management with any documentation required at my earliest opportunity and understand appropriate advice cannot be provided without clear, timely and accurate information about my circumstances.

I/We also confirm that I/We will notify Concierge Wealth Management immediately, if there are any change to my/our residential address or other contact details.

I/We also confirm that I/We will notify Concierge Wealth Management immediately, if there are any change to my circumstances, needs or objectives during the advice process or, where the ongoing review service is required, as soon as possible, no later than at the annual review.

Any ongoing service has been agreed whilst you remain a UK Resident. I/We confirm that should I/We become a resident of any other country in the future that I/We will need to inform Concierge Wealth Management as soon as this happens if I/We wish to continue to engage your services.

This agreement is governed and shall be interpreted in accordance with English law and both parties shall submit to the exclusive jurisdiction of the English Courts.

Customer Name		
Customer Signature		
Date		

This agreement is governed and shall be interpreted in accordance with English law and both parties shall submit to the exclusive jurisdiction of the English Courts.